

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
EPIC COMPANIES, LLC, <i>et al.</i>	§	Case No. 19-34752
	§	
Debtor.	§	

**OFFICIAL COMMITTEE OF UNSECURED CREDITORS' AMENDED NOTICE OF
RULE 2004 EXAMINATION OF THOMAS M. CLARKE AND REQUEST FOR
PRODUCTION OF DOCUMENTS AND SUBPOENA DUCES TECUM
[Relates to Docket No. 329]**

To: Thomas M. Clarke, individually and as an officer or director of Orinoco Natural Resources, LLC and Acqua Liana Capital Partners, LLC.

PLEASE TAKE NOTICE, that pursuant to Rule 2004 and 9016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Bankruptcy Rule 2004-1 (the “Bankruptcy Local Rules”), the Official Committee of Unsecured Creditors (the “Committee”) of Epic Companies, LLC, *et al.*, as debtors and debtors in possession (collectively, the “Debtors”), hereby files and serves this Notice of a Rule 2004 Examination and Request for Production of Documents and Subpoena Duces Tecum of Thomas M. Clarke.

The Committee intends to conduct your examination on November 1, 2019 at 1:00 p.m., or such other time as agreed to by you and the Committee, at 192 Summerfield Court, Suite 203, Roanoke, Virginia 24019. The examination will continue from day to day until completed.

You are also required to produce the documents and electronic information in accordance with the instructions and as listed in Exhibit A attached hereto to the undersigned counsel at 192 Summerfield Court, Suite 203, Roanoke, Virginia 24019. The documents shall be produced no later than the 24 hours before the above-stated time of the examination.

In the event that you do not intend to appear or produce any documents, email notice must be provided to the undersigned in order to avoid a motion seeking costs and attorneys' fees incurred no later than 48 hours before the above-stated time of the examination.

Dated: October 25, 2019

Respectfully submitted,

MUNSCH HARDT KOPF & HARR, P.C.

By: /s/ Jay H. Ong

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John Cornwell (24050450)

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**ATTORNEYS FOR THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS
OF EPIC COMPANIES, LLC, *ET AL.***

CERTIFICATE OF CONFERENCE

I, the undersigned, hereby certify that I have attempted to confer with Tome Clarke regarding this Notice, via tom.clarke@clarkeinvestments.com, on the 25th Day of October, 2019, but have not yet received a response. I have been unable to confer with counsel for Mr. Clarke as to this requested examination as he has not appeared in the bankruptcy cases.

/s/ Jay H. Ong

Jay H. Ong

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 25th day of October, 2019, in addition to service accomplished via this Court's CM/ECF system, he caused to be served a true and correct copy of the foregoing document upon the parties shown on the attached service list, and specifically upon the parties listed below, via e-mail delivery:

tom.clarke@clarkeinvestments.com

/s/ Jay H. Ong

Jay H. Ong

EXHIBIT A- REQUESTS FOR DOCUMENTS

In addition to the defined terms set forth above, for the purposes of this Deposition, and the items subject to production set forth below, the Definitions (regardless of capitalization) and Instructions below shall be utilized.

I. DEFINITIONS

As used herein, the following terms shall have the following meanings, irrespective of capitalization:

- A. “Acqua Liana” means Acqua Liana Capital Partners, LLC.
- B. “Alabama Shipyard” means EPIC Alabama Holdings, LLC; EPIC Maritime Asset Holdings, LLC; EPIC Alabama Maritime Assets, LLC; EPIC Alabama Shipyard, LLC; EPIC Recycling Services, LLC; EPIC Alabama Recyclers, LLC.
- C. “Alliance” means Alliance Energy Services, LLC.
- D. “Bankruptcy Court” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.
- E. “Clarke” means Thomas M. Clarke; Ana M. Clarke; Orinoco; Acqua Liana; and any other entity owned in whole or in part by the foregoing that was involved in any way with the Debtors or the Debtor Affiliates.
- F. “Communication” means any contact or act by which information, of any form or nature, is transmitted or conveyed from one Person to another Person or between or among two or more Persons, regardless of whether conveyed through verbal, oral, visual, written, electronic, and/or through any other mode or medium or expression.
- G. “Debtors” or “Debtor Entities” means Epic Companies, LLC; Epic Diving & Marine Services, LLC; Epic Applied Technologies, LLC; EPIC Specialty Services, LLC; Epic

Alabama Steel, LLC; Epic San Francisco Shipyard, LLC; Zuma Rock Energy Services, LLC, and TSB Offshore, Inc.

H. "Debtor Affiliates" means Ranger, Alabama Shipyard, and TSB.

I. "Document" has the broadest meaning cognizable under the Federal Rules of Civil Procedure, and specifically means any: (a) handwritten, typed, and/or printed Communication or matter of any kind, including, without limitation, agreements, contracts, correspondence, forecasts, memoranda, notes, jottings, speeches, press releases, diaries, examinations, statistics, letters, facsimiles, telegrams, minutes, time records, payroll records, expense records, reports, studies, training manuals, canceled checks, statements, receipts, delivery tickets, returns, summaries, work orders, purchase orders, pamphlets, books, prospectuses, statements of operation, offers, notations or written memorializations of any conversations, telephone calls, meetings, or other Communications, bulletins, printed matter, computer printouts, teletypes, invoices, and worksheets, and all drafts, alterations, modifications, changes, and amendments of any of the foregoing, and shall include the originals and all non-identical copies thereof, whether different from the originals by reason of any notation made on such copies or otherwise; (b) graphic or aural records or representations of any kind, including, without limitation, photographs, charts, graphs, microfiche, microfilm, videotapes, recordings, and motion pictures; and (c) electronic, mechanical or electric records or representations of any kind, including, without limitation, e-mails, tapes, cassettes, disks, recordings, and transcriptions of the foregoing.

J. "Each" means each and every.

K. "Loan" means any loan, note, deed of trust, extension of credit, line of credit, credit facility, or other transaction in which You provided funds in return for the promise of repayment.

L. "Oakridge" means Oakridge Energy Partners, LLC.

M. "Orinoco" means Orinoco Natural Resources, LLC.

N. "Person(s)" means and includes natural persons, firms, associations, agencies, and/or other organizations and entities cognizable by law, including, without limitation, private corporations, public corporations, partnerships, unincorporated associations, firms, offices, governments, governmental or political entities, and expressly includes officers, directors, advisors, employees and agents, each in their capacities as such.

O. "Petition Date" means August 26, 2019.

P. "Ranger" means Navarro Capital Partners, LLC; Ranger Offshore International, LLC; Ranger Offshore Mexico, S. de R.I. de C.V.; Gerson Arreola MX National; Remuda Shipping, S. de R.I. de C.V., Remuda Offshore, S. de R.I. de C.V.

Q. "Relating To" means embodying, pertaining to, concerning, constituting, comprising, reflecting, discussing, referring to or having any logical or factual connection whatever with the subject matter in question.

R. "Requests" means the Requests for Production of Documents set forth in Section III of this Exhibit A, collectively, with each such numbered request thereunder being a "Request".

S. "TSB" means TETRA Applied Technologies, LLC; TSB Offshore, Inc.; and Maritech Resources, Inc.

T. "You" means Thomas M. Clarke.

U. "White Oak" means White Oak Global Advisors, LLC.

V. "Wiley" means David Alexander Wiley; Oakridge; Kewa Financial; and/or Sanare Energy Partners, LLC.

II. INSTRUCTIONS

Failure to Produce. If, for reasons other than a claim of privilege, You refuse to produce any Documents described herein, please state the grounds upon which refusal is based with sufficient specificity to permit a determination of the propriety of such refusal.

Supplementation of Production. These Requests shall be deemed to be continuing and, therefore, pursuant to the provisions of Rule 26(e) of the Federal Rules of Civil Procedure, you shall supplement your production of Documents if subsequent to the date of the production you learn that the production was in some material respect incomplete or incorrect and that the additional or corrective Documents have not otherwise been made previously available to the Trustee and his counsel.

Scope. These Requests call for the production of all original Documents that are within Your possession, custody or control, or the possession, custody, or control of any of Your agents, attorneys or other representatives. In addition, these Requests call for the production of all copies of Documents and any drafts thereof (unless identical to other copies you have produced or are producing), preliminary or otherwise, which are within Your possession, custody or control or within the possession, custody, or control of any of your agents, attorneys or other representatives.

Singular/Plural. For the purposes of these Requests, the singular shall include the plural, and the plural shall include the singular.

"And" and "Or". Such terms shall each be individually interpreted in every instance as meaning "and/or" and shall not be interpreted disjunctively to exclude any information. Similarly, "Including" shall each be interpreted in every instance as meaning "including but not limited to" and shall not be interpreted as having any exclusive meaning.

Gender. All words and phrases shall be construed as masculine, feminine, or neuter gender, according to the context, and "and" and "or" shall be construed disjunctively or conjunctively.

Tense. The past tense includes the present tense where the clear meaning is not distorted by change of tense, and *vice-versa*.

Inability to Respond. If you cannot respond to any of the Requests in full, please respond to the extent possible, indicating the part to which you are responding and submitting any supplemental information later.

Separate Responses. Each Request should be construed independently. No Request should be construed by reference to any other Request for the purpose of limiting the scope of the response to such Request. Notwithstanding, if a document is responsive to more than one request made herein, additional duplicates of that document need not be produced to the Committee.

Time Frame. Unless otherwise stated below, each of the following Subject Areas and Requests for Production of Documents encompasses the period beginning January 1, 2016, and continuing through the present.

III. REQUESTS FOR PRODUCTION

1. The Loan application and/or all other documents submitted to White Oak in order to obtain the Loan(s) you provided to the Debtor and/or the Debtor Affiliates, including, but not limited to, any financial documents, projections, background materials, vessel specification materials, valuations, appraisals, or other documents.

2. Any additional documents provided to White Oak in connection with any extensions or amendments of the Loan documents, or in connection with any guarantees.

3. Any communications or representations by Clarke, the Debtors, and/or the Debtor Affiliates regarding the actual or intended use of the Loan proceeds.

4. Any analysis, financials, or calculations regarding the amount needed to properly capitalize the Debtors or the Debtor Affiliates.

5. Any reports, financials, or other communications to, from, or among Clarke, Oakridge, the Debtors, White Oak, and/or the Debtor Affiliates reflecting or regarding the actual use of the Loan proceeds.

6. All financial analyses relating to the Debtors or the Debtor Affiliates.

7. All financials, statements of cash flows, income statements, balance sheets, or other financial information provided to Clarke by the Debtors or the Debtor Affiliates.

8. All valuations, specifications, analyses, or other documents pertaining to the vessels or equipment owned by the Debtors or the Debtor Affiliates in the last two years.

9. All communications to, from, or among Clarke and/or the Debtors, the Debtor Affiliates, Wiley, or Alliance regarding the Debtors, their assets, or Clarke's direct or indirect equity holdings therein or liens as to the Debtors or their assets.

10. All documents relating to any potential side agreements or other agreements or understandings involving any of the Debtors, the Debtor Affiliates, Alliance, Clarke, or Wiley, relating to the Sale Motion, the sale proposed thereunder or the assets potentially to be sold pursuant to the Sale Motion.

11. All communications between you and any party other than Alliance regarding a potential purchase of the Debtors, the Debtor Affiliates or their assets.

12. Any appraisals or valuations of the assets of the Debtors or the Debtor Affiliates.

13. All documents relating to any assets White Oak contemplates or contemplated selling to Alliance if and after White Oak acquires such assets from the Debtors, as contemplated in the Sale Motion.

14. All documents and communications between Clarke and any other Person related to any and all promissory notes between Clarke and the Debtors or Alliance.

15. All communications between Clarke, White Oak, the Debtors, or the Debtor Affiliates regarding warrants held or to be held by Acqua Liana.

16. All documents and communications with Alliance related to any potential sale of the Debtors' assets if and after White Oak acquires such assets from the Debtors.

17. A copy of each contract (including all exhibits, appendices, side letters, etc.) between or among Clarke and Alliance (including its owners, officers, or directors), including any written agreements that have been drafted but not yet executed.

18. All documents and communications concerning any valuation of the Debtors and/or any of their assets, including, without limitation, any surveys, appraisals, reserve reports, projections, forecast, business plans, models, drafts, work papers, analyses, memoranda, modifications, amendments, riders, written or oral communications and notes related thereto.

19. All documents and communications related to any personal guarantees of Clarke or Wiley.

20. Documents sufficient to identify all directors and officers of all Debtor Entities.

21. All articles and constitutions of all Debtors and the Debtor Affiliates.

22. All resolutions, bylaws, and board policies of all Debtors and the Debtor Affiliates.

23. All board meeting minutes for the past 3 years.

24. All company agreements for all Debtors and Debtor Affiliates.

25. All insurance policies including Director and Officer policies of the Debtors and the Debtor Affiliates.

26. Copies of all complaints or petitions filed against You in the past 2 years.

27. All documents and communications regarding executive compensation, including salaries, stock holdings, and bonuses drawn by each director and officer for the past 3 years of the Debtors or Debtor Affiliates.

28. All documents and communications regarding the determination of executive compensation, including salaries, stock holdings, and bonuses for each director and officer of the Debtors or Debtor Affiliates.

29. All documents and communications regarding the foreclosure of any equity interest in any Debtor or Debtor Affiliate in the past 2 years.

30. All documents and communications regarding the use of any funds borrowed by any Debtor in the past 2 years.

31. All guaranty agreements signed by any person pertaining to loans made to the Debtor or the Debtor Affiliates.

32. All documents and communications regarding splitting, dividing or reassigning any debt owed by or to any Debtor or Debtor Affiliate.

33. All documents and communications exchanged with Alliance regarding the Debtors or their assets.

34. All documents and communications regarding divestiture of TSB Offshore.

Label Matrix for local noticing
0541-4
Case 19-34752
Southern District of Texas
Houston
Fri Oct 25 14:06:22 CDT 2019

Bluewater Rubber & Gasket Company
1119 Barrow Street
P O Drawer 190
Houma, LA 70361-0190

(p)DANOS L L C
ATTN DANOS L L C
3878 WEST MAIN STREET
GRAY LA 70359-6203

Epic Companies, LLC
1080 Eldridge Parkway, Suite 1300
Houston, TX 77077-2583

Epic Specialty Services, LLC
1080 Eldridge Parkway, Suite 1300
Houston, TX 77077-2583

Harris County
Linebarger Goggan Blair & Sampson LLP
C/O John P. Dillman
PO Box 3064
Houston, TX 77253-3064

Oceanwide Netherlands BV

Offshore Technical Solutions, LLC
690 S. Hollywood Rd
Houma, LA 70360-3226

Williams Field Services-Gulf Coast Company,
c/o Steven W. Soule
Hall, Estill, et al.
320 South Boston Avenue
Suite 200
Tulsa, OK 74103-3705

4
United States Bankruptcy Court
PO Box 61010
Houston, TX 77208-1010

American Longshore Mutual Association, Ltd.
c/o Leann O. Moses
1100 Poydras Street
Suite 3100
New Orleans, LA 70163-1102

Chalos & Co, P.C.
Chalos & Co, P.C.
7210 Tickner Street
Houston, TX 77055-6935

Epic Alabama Steel, LLC
1080 Eldridge Parkway, Suite 1300
Houston, TX 77077-2583

Epic Diving & Marine Services, LLC
1080 Eldridge Parkway, Suite 1300
Houston, TX 77077-2583

Fairways Offshore Exploration, Inc.
c/o McDowell Hetherington LLP
Attention: Jarrod B. Martin
1001 Fannin, Suite 2700
Houston, TX 77002-6736

McMoran Oil & Gas, LLC
Locke Lord LLP
Omer F. Kuebel, III
Bradley C. Knapp
601 Poydras St., Suite 2660
New Orleans, LA 70130-6032

Offshore Domestic Group, LLC
c/o McDowell Hetherington LLP
Attention: Jarrod B. Martin
1001 Fannin, Suite 2700
Houston, TX 77002-6736

Taylor's International Services, Inc.
C/O Stephen C. Jackson
1901 6th Ave North
2400 Regions/Harbert Plaza
Birmingham, AL 35203

Wright's Well Control Services LLC
28019 Buena Way
Spring, Tx 77386-2819

710 W Admiral Doyle Drive
New Iberia LA 70560-6418

Arena Offshore LP
Arena Offshore LP
4200 Research Forest Drive
Suite 500
The Woodlands, TX 77381-4224

(p)DHD OFFSHORE SERVICES LLC
PO BOX 2405
MORGAN CITY LA 70381-2405

Epic Applied Technologies, LLC
1080 Eldridge Parkway, Suite 1300
Houston, TX 77077-2583

Epic San Francisco Shipyard, LLC
1080 Eldridge Parkway, Suite 1300
Houston, TX 77077-2583

Gulf Oceanic Marine Contractors, Inc.
P.O. Box 99
Bourg, LA 70343-0099

New Industries, LLC
c/o Barnet B. Skelton, Jr.
815 Walker, Suite 1502
Houston, TX 77002-5832

Offshore Express, LLC
c/o McDowell Hetherington LLP
Attention: Jarrod B. Martin
1001 Fannin, Suite 2700
Houston, TX 77002-6736

White Oak Global Advisors, LLC
PaulHastings, LLP
c/o Peter S. Burke
515 South Flower Street
25th Floor
Los Angeles, CA 90071-2228

Zuma Rock Energy Services, LLC
1080 Eldridge Parkway, Suite 1300
Houston, TX 77077-2583

Acadiana Rubber & Gasket Co.
102 E. Simcoe St.
Lafayette, Louisiana 70501-4827

Adrian G. Bryant
101 Femridge Dr.
Lafayette, LA 70508-5444

Aerotek Inc.
Ronke Adeyemo
7317 Parkway Drive
Hanover, MD 21076-1159

Airgas USA LLC
110 West 7th St., Ste 1400
Tulsa, OK 74119-1077

Automated Production, LLC
c/o Craig A. Ryan
Onebane Law Firm
1200 Camellia Blvd., Suite 300
Lafayette, LA 70508-6171

Barton Mines Company LLC. DBA Barton Interna
Six Warren Street
Glen Falls, NY 12801-4531

Bordelon Marine, LLC
P.O. Box 619
Lockport, LA 70374-0619

Chalos & Co, P.C.
7210 Tickner Street
Houston, TX 77055-6935

DHD Offshore Services, LLC
c/o Law Offices of John A. Mouton, III
John A. Mouton, III
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Lafayette, LA 70598
john@jmoutonlaw.com 70598-2438

Frederick Guidry
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Lafayette, LA 70502-2053

Goliath Offshore Holdings, PTE, Ltd.
Attn: Richard M. Currence Jr.
650 Poydras St., Suite 2830
New Orleans, LA 70130-7236

Grass Gator Lawn Care Co, LLC
PO Box 817
Gray, LA 70359-0817

Harris County et al.
C/O John P. Dillman
Linebarger Goggan Blair & Sampson LLP
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INTERNAL REVENUE SERVICE
PO BOX 7346
PHILADELPHIA, PA 19101-7346

Owen Oil Tools LP
Core Laboratories (Jay A. Wald)
6316 Windfern Road
Houston, TX 77040-4950

Robert Hal Finance & Accounting
PO Box 5024
San Ramon, CA 94583-5024

Sentry Supply, Inc. dba Superior Supply & St
P.O. Box 2388
Sulphur, LA 70664-2388

Southland Rental Tools, Inc.
c/o Timothy Thriffiley
P.O. Box 7125
Belle Chasse, LA 70037-7125

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Julianalaan 21, 2341 EN Oegstgeest
The Netherlands

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701 Poydras Street, Suite 4250
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